

AGREEMENT  
BETWEEN

UNITED SERVICE WORKERS UNION,  
IUJAT, LOCAL 255

AND

THE TOWNSHIP OF LITTLE EGG HARBOR  
JANUARY 1, 2007 THROUGH DECEMBER 31, 2009

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### **PREAMBLE**

This Agreement is made by and between the Township of Little Egg Harbor (hereinafter referred to as the Township or 'Employer', and United Service Workers Union, IUJAT, Local 255, hereinafter known as the Union, Employees, or Local 255 has as its purpose the establishment of a fair and efficient procedure for the resolution of differences and the establishment of rates of pay, hours work and other conditions of employment. The effective date of this agreement shall be January 1, 2007, except where certain provisions are specifically identified and indicated to take effect on a different date. This agreement shall expire December 31, 2009. Wage adjustment shall be retroactive to January 1, 2007.

## ARTICLE I – RECOGNITION

A. Employer hereby recognizes the United Service Workers Union, IUJAT, Local 255, as the sole and exclusive representative of all permanently appointed full-time and permanently appointed part-time building subcode officials/inspectors, plumbing subcode officials/inspectors, fire protection subcode officials/inspectors and electrical subcode officials/inspectors **(PERC DOCKET RO-2000-98)**. and Bulkhead/Housing Inspector

B. The following employees are specially excepted from eligibility for representation by Local 255 and are not covered by this agreement: All managerial, executive, confidential, and supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act; all craft employees, non-professional employees, Police Department employees, casual employees; the construction official; conditionally appointed employees(N.J.A.C. 4A:4-1.4); provisionally appointed employees (N.J.A.C. 4A:4-1.5); interim employees (N.J.A.C. 4A:4-1.6); temporary employees (N.J.A.C. 4A:4-1.7); employees appointed on an emergency basis (N.J.A.C. 4A:4-1.8); employees subject to temporary transfers (N.J.A.C. 4A:4-7.1 (d) or emergency transfers (N.J.A.C. 4A:4-7.1 (e); all other employees.

C. Union acknowledges that the township is a “merit system jurisdiction” regulated by the State of New Jersey, Department of Personnel (DOP) and, consequently, employees will be subject to the rules and regulations of DOP.

## **ARTICLE II – UNION DUES DEDUCTION**

- A. Township agrees to deduct dues from the wages of employees who are covered by this Agreement on behalf of Local 255. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (E), as amended from time to time.
- B. Dues collected by the Township shall be remitted after each pay period, together with any records of corrections made, to a Union official so designated by the Union Secretary in writing to the Municipal Treasurer.
- C. The amount of annual dues for the subsequent year shall be certified in writing to the Municipal Treasurer no later than December 15<sup>th</sup> every year. Township agrees to adjust dues deductions commencing in January every year provided Union submits the certification as provided for herein by December 15<sup>th</sup>.
- D. Township shall be provided with appropriate dues deduction authorization forms by the Union. Township agrees to process dues deduction for new employees covered by this agreement who are appointed throughout the year upon notice from the Union.
- E. Township will implement a fair share representation fee equal to eighty-five percent (85%) of the Union dues, initiation fees and assessments, which fees shall be withheld in accordance with applicable law.
- F. Union shall indemnify and hold the Township harmless from liability resulting from, arising out of or caused by dues deductions or fair share representation fee deductions.

**ARTICLE III – CONTRACTUAL NEGOTIATIONS & TIME TO PROCESS  
GRIEVANCES**

A. When negotiations are scheduled during normal working hours the local representative (e.g., chairperson, president or shop steward) of Local 255, or his or her designee, shall be granted time off with no loss in regular pay when such time is necessary to negotiate with the Employer's representatives. Total accumulated paid leave time in accordance with this subsection shall not exceed sixteen (16) hours. Under no circumstances shall negotiation activities result in the earning of cash or compensatory overtime.

B. The local representative (e.g., chairperson, president of shop steward) of Local 255, or his or her designee, shall be granted time off with no loss in regular pay during normal work hours when such time is necessary to process a grievance filed by a covered employee or the Union on behalf of a covered employee. All such leave time shall be approved in advance by the Township Administrator. Under no circumstances shall grievance activities result in the earning of cash or compensatory overtime.

#### **ARTICLE IV - HEALTH & WELFARE**

Employer will provide health insurance coverage to full-time covered Employees in accordance with the following provisions.

1. Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as set forth in this Article to an Employee, Employee's spouse and Employee's eligible dependents. Effective on or about March 1, 2004, medical and hospitalization coverage shall be provided by Employer solely through Horizon Blue Cross/ Blue Shield under the New Jersey State Health Benefits Plan in accordance with NJSA 52:14 – 17.25 et seq dental and vision coverage will remain the same as provided under the previous labor agreement.
2. Employer reserves the right to change health insurance carriers, health care insurance plans or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided, however, that there is no reduction in the level of benefits that are in effect on the pertinent enrollment dates (e.g., January 1, 2002 for the PPO) and Employer provides Union forty-five (45) days notice in advance of such change(s). At the time of notice Employer shall provide Union with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the case of any new health care insurance plan said plan shall provide equivalent or better coverage than the predecessor plan.
3. A PPO plan summary chart listing the deductibles, co-payments, co-insurance, out-of-pocket maximums, and other key features of the PPO plan is attached hereto as a schedule to this agreement. Employer shall provide Union master a copy of each in-force

contract as soon as practicable after the date on which Employer receives the master contract from each health care insurance carrier.

4. Retirement: Employer agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for an Employee, Employee's spouse and Employee's eligible dependents provided the Employee has retired after 25 years or more of service credit in a State or locally administered retirement system and a minimum period of service of 20 years with the Employer at the time of retirement; or has reached the age of 62 years and retired with a minimum period of service of 15 years with the Employer; or has retired on a disability pension, such retirement benefits to be provided in accordance with the provisions set forth below.

a. This benefit shall not apply to former employees who retired on or before January 1, 2001.

b. This benefit shall terminate at such time as the retired Employee or the spouse, in the case of spousal coverage, becomes eligible for Medicare

c. A retired Employee's entitlement to all or any part of the health insurance coverage provided to non-retired Employees shall be limited to the coverage, including, but not limited to, the deductibles, co-payments, and out-of-pocket limits, contained in the health care insurance plans of the same type provided to Employees who have not retired.

d. Union agrees that the provisions pertaining to retiree health insurance benefits contained herein shall be renegotiated in the event the EEOC and/or a court of competent jurisdiction determines that the pertinent contract language violates the ADEA or other federal or state law. Union waives any and all claims against Employer, known or unknown, under the ADEA and/or other applicable federal or state law in regard to the "Medicare bridge" retiree health insurance benefits provided for in this agreement.

5. Cost Containment: Union and Employer recognize the rising costs related to health care in general and to health care insurance in particular. In order to help contain these rising costs and ensure the Employer's ability to continue providing Employees health care insurance, Employees agree to the following cost containment measures:

Any Employee who retired after January 1, 2001, shall be ineligible for the health care coverage provided for in this Article in the event that the retired Employee or retired Employee's spouse is employed by or retired from the State of New Jersey, Township of Little Egg Harbor (as to retired Employee's spouse), Little Egg Harbor Township Municipal Utilities Authority, Little Egg Harbor School District, Pinelands Regional School District or any other employer and is entitled to health care insurance comparable to the health care insurance offered by Employer(Township). In any circumstance where the other health care insurance does not include one or more of the types of coverage offered by Employer (i.e., medical and hospitalization, prescription drug, dental, or vision), the retired Employee shall be entitled to enroll in Employer's plan for that type of coverage. For example, if a spouse's coverage includes medical and hospitalization and prescription drug coverage, but not dental and vision coverage, the retired Employee will be entitled to enroll in Employer's dental and vision plans. In the event Employee's spouse becomes ineligible for health care insurance provided by his or her employer or through his or her retirement, Employee shall be eligible to re-enroll in Employer's plans as provided for in this Article in subparagraph 4.

6. Employees required to operate video display terminal equipment on a regular basis shall be entitled to an annual eye examination at the expensed of the Employer. The Employer's responsibility for such expenses shall be limited to the portion of the cost of the eye examination that is not paid for or reimbursed by the Employee's insurance.



## ARTICLE V.-VACATION

A. Effective January 1, 2004, Employees shall be entitled to the following annual vacation leave, with pay:

### Eligibility

1. New permanent, full-time employees shall only receive one working day (i.e., 8 hours) for the initial month of employment if he or she begins work on the 1<sup>st</sup> through the 23<sup>rd</sup> day of the calendar month.

2. After the initial month of employment and up to the end of the first calendar year (i.e., December 31<sup>st</sup>), Employees shall receive one working day after each month of service. Thereafter, Employees shall receive annual paid vacation leave as follows:

| Eligibility   | Leave   |
|---|---------|
| From the beginning of the first full calendar year of employment to the end of the third full calendar year of employment       | 12 days |
| From the beginning of the fourth full calendar year of employment to the end of the sixth full calendar year of employment      | 15 days |
| From the beginning of the seventh full calendar year of employment to the end of the tenth full calendar year of employment     | 20 days |
| From the beginning of the eleventh full calendar year of employment to the end of the fourteen full calendar year of employment | 25 days |
| From the beginning of the fifteenth full calendar year of employment and thereafter   | 30 days |

3. Covered Employees shall be credited their annual paid vacation leave at the beginning of each calendar year, in anticipation of continued service, commencing on January 1<sup>st</sup> of their first full calendar year of employment.

B. Vacation requests of five (5) or more consecutive workdays require fifteen (15) calendar days notice. An Employee's Department Head or immediate supervisor may waive these notice requirements under appropriate circumstances. However, vacation leave shall be scheduled based upon the needs of the particular department or office together with seniority when there is a conflict in vacation leave requests. When in any calendar year the vacation leave or any part thereof is not granted because of

business necessity such vacation leave, or parts thereof, not granted shall accumulate and shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave.

C. An Employee may request to receive his or her paycheck for the dates of the vacation leave on the pay date that immediately precedes the scheduled vacation.

D. Should an Employee be laid off, retire, or otherwise separate in good standing from employment with the Township, he or she shall be compensated for unused earned vacation leave time. Upon the death of a covered Employee, unused earned vacation leave shall be paid to the estate on a monthly basis even though the leave time may be credited on January 1<sup>st</sup> each year.

E. An Employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year except when an Employee is the recipient of vacation leave through the Donated Leave Program.

F. Vacation leave time shall not accrue and is not included in the calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, approved leave under the Family & Medical Leave Act or Family Leave Act, furlough extension leave, or voluntary furlough).

G. Vacation leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other paid leave, including terminal ill.

H. A covered Employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned vacation leave time. Under said policy Employee may be reimbursed for not more than one year (e.g., 12 days) of unused earned vacation leave time in the discretion of the Employer.

I. Should an Employee be separated from employment with the Township for any reason without having earned any used vacation leave, he or she shall have the unearned portion deducted from his or her final pay check on a pro-rated monthly basis.

## ARTICLE VI - HOLIDAYS

A. The following days are designated as paid holidays for permanent, full-time employees:

1. New Year's Day
2. Lincoln's Birthday
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Primary Election Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veterans Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day
15. Martin Luther King Day
16. Floating Day

B. Holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.

C. Employees shall not be entitled to holiday leave during terminal leave.

## ARTICLE VII -SICK LEAVE

A. Sick leave shall be defined as the absence of an Employee from duty because of non-occupational related illness, accident, injury, disability or exposure related a contagious disease, or an absence, for a reasonable period of time, due to serious illness of a member of the Employee's immediate family.

B. Employees shall be entitled to the following annual paid sick leave benefits:

1. New permanent, full-time employees shall only receive one working day (i.e., 8 hours) for the initial month of employment if he or she begins work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day (i.e., 4 hours) if he or she commences employment on the 9<sup>th</sup> through 23<sup>rd</sup> day of the month.

2. After the initial month of employment and up to the end of the first calendar year (i.e., December 31<sup>st</sup>), full-time Employees shall receive one working day after each month of service. Thereafter, at the beginning of each calendar year (i.e., January to December) in anticipation of continued employment, Employees shall receive 16 working days and shall be paid on an earned basis.

C. A covered Employee, who does not utilize his or her annual sick leave, or any part thereof, may accumulate such unused sick leave time from year to year.

D. An Employee who exhausts all paid sick leave time in any one year shall not be credited with additional paid sick leave time until the beginning of the next calendar year except when an Employee is the recipient of sick leave through the Donate Leave Program.

E. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, furlough extension leave, voluntary furlough, or approved leave under the Family & Medical Leave Act or Family Leave Act).

F. Sick leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation leave or other paid leave, including terminal leave.

G. Should an Employee be separated for any reason from employment with the Township without having earned any used sick leave, he or she shall have the unearned portion deducted from his or her final paycheck on a pro-rated monthly basis.

H. If an Employee is absent for reasons that entitle him or her to sick leave, the Employee's immediate supervisor shall be notified promptly not later than his or her usual reporting time. In cases of emergency, the Employee shall notify his or her immediate supervisor as soon as reasonably practicable and shall submit a time-off request from on the day he or she returns to work.

(1.) Failure to so notify the supervisor may be the cause of denial of the use of sick leave for the absence and may constitute cause for disciplinary action.

(2.) Absence without notice and approval for five (5) consecutive days shall constitute a resignation not in good standing.

I. In the event of an absence for five (5) or more consecutive work days, the Township Administrator or Department Head may require proof of illness, accident, disability, injury or disease from Employee when Employee uses sick leave time. Abuse of sick leave may be cause for disciplinary action. In all cases of reported illness, accident, disability, injury or disease, the Township reserves the right to direct Employee to submit to examination by a Township designated physician at the Township's expense as a condition of the Employee's continuation of sick leave or return to work. Any Employee required to submit to an examination shall not be required to travel to a physician's office which is located more than thirty (30) miles from the Employee's home except in cases where the Employee is required to be examined by a specialist.

J. Any Employee using paid sick leave time, except when such use is related to immediate family serious illness, shall be confined to his or her designated domicile during the Employee's scheduled shift, excepting periods of hospitalization and examinations or attendance at a doctor's office, medical facility, or drug store for purposes of obtaining medications. The Employee shall not engage in any other work or employment during the sick leave period.

K. Should an Employee be absent in an unauthorized manner, Employee may be subject to disciplinary action. Examples of "unauthorized absence" include feigning illness or injury, deceiving a physician as to medical condition, and violating any provisions concerning the reporting of sickness or illness.

L. A covered Employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned sick leave time. Under said policy Employee may be reimbursed for not more than one year (e.g., 16 days) of unused earned sick leave time in the discretion of the Employer.

M. An Employee may convert up to ten (10) sick leave days annually into not more than ten (10) vacation days in accordance with the following conditions:

1. The request may be approved or disapproved in the discretion of the Employee's Department Head.

2. The employee shall utilize the sick days that have been converted into vacation days and shall not carry the converted vacation leave time into the next calendar year, nor shall employee be compensated for said unused converted time.

3. Requests to use approved converted vacation leave time shall be made in the same manner as regular vacation leave time.
4. Approval for the conversion shall not be granted unless the Employee's sick leave bank contains at least thirty (30) days after deducting the number of days proposed for conversion.
5. The conversion shall not be granted unless Employee first uses all of his or her regular vacation leave time.

N. Supplemental Compensation Upon Separation:

1. Employees hired prior to January 1, 1998, shall be entitled to supplemental compensation upon separation for earned, unused sick leave time in accordance with the following provisions:

A (i.) In order to be eligible for supplemental compensation an Employee shall have been regularly employed by the Employer for not less than ten (10) years.

(ii.) Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.

(iii.) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.

B. The supplemental compensation shall be computed at the rate of 75% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation.

(i.) In lieu of the supplemental compensation provided for above an Employee may elect to convert all of his or her earned, unused sick leave time to terminal leave leading up to Employee's separation from Employer. Employee shall provide notice of this election to Employer at least sixty (60) calendar days prior to the date of separation, but in no case shall such notice be less than the number of terminal leave days plus sixty (60) calendar days.

(ii.) Overtime pay and other supplemental pay shall be excluded from the computation.

(iii.) Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.

2. Employees hired on or after January 1, 1998, shall be entitled to supplemental compensation upon separation for earned, unused sick leave time in accordance with the following provisions:

A. (i.) In order to be eligible for supplemental compensation an Employee shall have been regularly employed by Employer for not less than ten (10) years.

(ii.) Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.

(iii.) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.

B. The supplemental compensation shall be computed at the rate of 50% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation up to a maximum of \$18,000.00. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation. The supplemental compensation shall not exceed \$18,000.00.

(i.) Employees hired on or after January 1, 1998, shall not be entitled to terminal leave.

(ii.) Overtime pay and other supplemental pay shall be excluded from the computation.

(iii.) Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.

## ARTICLE VIII- WAGES

A. Covered employees shall receive a 3.0% wage increase adjustment effective January 1, 2007. Effective January 1, 2008, covered employees shall receive a 3.0% wage increase adjustment. Effective January 1, 2009 covered employees shall receive a 3.0% wage increase adjustment. Wage adjustments shall be retroactive to January 1, 2007.

B. A properly licensed covered employee who performs the duties of a Subcode Official or Construction Official in the absence of a Subcode Official or Construction Official shall receive the daily rate of the absent Subcode Official or Construction Official if said daily rate is higher than employee's regular rate of pay.

C. If an employee receives a new license, ~~parties will meet to discuss new rates of pay.~~ the following rates apply. Inspectors rate of pay shall increase \$1.00 an hour for each technical license acquired.

Example: A first year RCS will increase to \$18 an hour upon acquiring an ICS and \$19 an hour upon acquiring a HHS in addition to the negotiated annual increase.

D. Bulkhead/Housing Inspector: Starting rate for a T-180 will be between \$11.00 to \$13.00 per hour. When this position is raised to Full-Time Permanent the rate of pay will increase to \$14.00 per hour.



## ARTICLE IX-WORK WEEK AND WORK SCHEDULES

### A. Covered Full-Time Employees:

1. An Inspectors/Subcode Officials workweek consists of thirty-five (35) hours or more paid hours for full-time employees and is generally forty (40) paid hours. Inspectors/Subcode Officials hours shall be generally 7:00 am to 3:00 pm or a total of eight (8) hours from punch in to punch out. The Township Administrator, Department Head or immediate supervisor may schedule Employees to work in any day Monday through Friday.

2. Office hours commences at 8:30 am and terminates at 4:30 pm Monday through Friday. The Department Head may temporarily schedule any Employee to work different hours or a different shift provided forty-eight (48) hours advance notice is given to the affected employee.

3. An Employee shall be entitled to one (1) paid fifteen minute rest period subject to subparagraph 5 below.

4. Employees shall be entitled to one (1) paid hour for a meal period, subject to subparagraph 5 below, for each eight (8) hour shift.

5. (a.) The paid meal break provided for above is conditioned upon an Employee actually working four (4) hours during the shift (i.e., excluding paid leave time).

(b.) There shall be two fifteen (15) minute breaks allowed at any time during the day, subject to the Department Head's approval.

### B. Out-of-Title Work:

Any Employee, who, at the direction of the Employee's Department Head, performs duties outside his or her title and in a higher classification for more than eight (8) consecutive hours, shall be paid the higher base rate of pay for performing said duties. In such cases, the Employee shall be compensated for all such time from the commencement of performing time duties of the higher classification. Any Employee whose title specifically provides for assuming or performing the duties of an Employee in the higher classification shall not receive any adjustment to his or her regular rate of pay.

## ARTICLE X -CALL IN TIME & OVERTIME

A. A full-time Employee who is called in to work on a day designated as a paid holiday shall be paid two (2) times Employee's regular pay. A full-time Employee who is called in to work on a Saturday or Sunday shall be paid one and one half (1½) times the Employee's base pay.

B. If a full-time Employee is recalled to duty, he or she shall receive a minimum of two (2) hours pay at straight time (or the overtime rate in cases of overtime), unless the recall is immediately prior to or following a regular shift, in which case, the employee shall only be paid for the actual time worked.

C. Overtime shall be considered all work authorized by the Township Administrator or Department Head in excess of forty (40) hours per week (the pay week is Wednesday through the following Tuesday but is subject to change with notice to Employees) and shall be compensated at the rate of one and one-half (1½) times the Employees base pay.

D. Overtime shall be paid in the form of cash payments or as compensatory time, at the option of the Employee. Compensatory leave time shall be approved for the Employee in the discretion of the Employee's office supervisor or department head subject to the manpower needs of the office or department.

E. Overtime shall be paid currently.

F. Employer reserves the right to assign overtime work on the basis of reverse seniority after all eligible Employees have been offered overtime and have refused the overtime assignment.

G. Overtime work shall be offered as equally as possible among all members of the collective bargaining unit with due regard to job description.

H. Sick and vacation time shall be considered on overtime calculation as work time.

## ARTICLE XI-LEAVE OF ABSENCE

A. Paid Leave: Paid leaves of absence shall be allowed by the Employer for the benefit of full-time Employees, in accordance with the following conditions:

1. Bereavement Leave. In the event of a death in the immediate family of the Employee, which shall be defined as spouse, parent, spouse's parents, children, brother, sister, grandparents, and stepchildren, the Employee shall be granted up to a maximum of five (5) work days leave of absence with pay. Two (2) days shall be granted for the death of any other relation. Bereavement leave must be utilized within ten (10) calendar days from the date of death. Up to two (2) additional work days may be granted as the discretion of the Township Administrator if necessary for travel. Employer may require verification of the need for bereavement leave. In the event an Employee is on an approved leave of absence, including a workers compensation leave, exceeding thirty (30) days the Employee shall not be entitled to the bereavement leave benefit provided for herein during the period of approved leave.

2. Personal Leave. Employees shall be entitled to forty (40) hours paid personal leave per annum, non-cumulative. No reason need be given other than said days are being taken under this Article. Except in cases of emergency, an Employee shall give 48 hours advance notice of his or her intent to use said personal leave. When an employee provides at least thirty (30) days notice of intent to use personal leave, the Employee's immediate supervisor or Department Head, as the case may be, shall approve or disapprove the request within seven (7) business days.

3. Jury Duty. Employee shall be granted a leave of absence when required to report for jury duty and shall be paid the difference between any compensation received for jury duty and Employee's regular pay, based upon a forty (40) hour work week, for the period of jury duty.

4. Work Related Injury or Disability. A full-time Employee who suffers an occupational illness or injury approved by Employer's workers compensation insurer, which prevents the Employee from performing his or her duties, shall be entitled to a paid leave of absence at full regular pay for the period s/he is unable to perform his or her duties, to an accumulated maximum of six (6) months per incident/injury. During this period of time, all temporary disability payments received by the employee under the provisions of the Workers Compensation Act shall be paid over to Employer. Employees shall not be eligible for a leave of absence with pay as specified in this section until the Employee has worked one hundred twenty (120) continuous calendar days. In such circumstances the newly hired employee shall be entitled only to the compensation required by the Workers Compensation Act.

5. Serious Illness. In the event an immediate family member of an Employee who is residing in the home of the employee, or in whose home the Employee is residing, is hospitalized or confined to bed on order of a medical doctor due to an extremely serious illness or injury, the Employee shall be permitted to take a paid leave of absence for up to five (5) work days for the purpose of attending to the family member. Employees hired on or after January 1, 2001, shall not be entitled to serious illness leave as provided herein but may use accumulated sic leave time for such purpose in accordance with the provisions of N.J.A.C. 4A:6-1.3(g)(3).

6. An employee who utilizes leave pursuant to subparagraphs (A)(1), (3), (4), or (5) above shall not be employed elsewhere or for another employer for any reason during such leave.

B. Unpaid Leave of Absence:

1. Education: After completion of one year of employment, full-time Employee may, upon written request, be granted a leave of absence, without pay, for educational purposes. The Employer shall have the right in its discretion to determine what constitutes educational purposes and to establish the terms and conditions of leave. For any educational leave of absence more than ninety (90) days but less than one (1) year, the Employee may request in writing to the Township Committee prior to completion of the leave period, that the Employee be placed upon a preferential waiting list to be reassigned to his or her former job title.

2. Family Leave: Employees shall be eligible for unpaid "family leave" or "medical leave" in accordance with State and Federal statutes and regulations ("Family Leave Act" and "Family and Medical Leave Act"). Employees may coordinate use of available paid leave in conjunction with the rights accorded under the state and federal laws.

3. The Township Committee may grant and approve other unpaid leaves or absences upon such terms and conditions as may be approved by Township Committee

C. Military Leave of Absence:

Employees who are in the military service shall be entitled to paid leave when so required by state and federal statutes. Leave for reserve duty, training or other military duty may be granted by the Township Committee upon such terms and conditions which are not inconsistent with state and federal law. All requests for military leave must be made as soon as possible or within seventy-two (72) hours after receipt of orders.

## ARTICLE XII-GRIEVANCE PROCEDURE

A. Any grievance or dispute arising between an Employee and the Employer with respect to the application, meaning or interpretation of the provisions contained in this Agreement, or in the written policies or administrative decisions of the Employer, shall be settled in the following manner:

Step 1: Employee, or Employee's duly designated representative at the request of the Employee, shall take up the grievance with the Department Head by filing a written grievance within thirty (30) calendar days from the date of the occurrence giving rise to the grievance or the date Employee should reasonably have know of the grievance. Failure to file the written grievance within said period of time shall be deemed an abandonment of the grievance and there shall be no further appeal or review. The Department Head shall attempt to adjust the grievance informally but shall respond in writing to Employee or Employee's representative within seven (7) calendar days after receiving the grievance in the event the grievance cannot be resolved informally.

Step 2: If Employee's grievance is not resolved to Employee's satisfaction at Step 1 by the Department Head or if no response is provided by the Department Head within the time allowed, the grievance may be presented in writing by Employee or Employee's representative to the Township Administrator within seven (7) calendar days from the date Employee receives the response of the Department Head or should have received same in the event no response was provided. A Step 2 response shall thereafter be served upon Employee or Employee's representative within seven (7) calendar days from the date of receipt of the grievance by the Township Administrator.

### Step 3:

a. If Employee's grievance is not resolved to Employee's satisfaction at Step 2 by the Township Administrator or if no response is provided by the Township Administrator within the time allowed, Employee shall have the right to binding arbitration in accordance with the provisions of this Agreement by filing a request for binding grievance arbitration with the Public Employment Relations Commissions (PERC) within fifteen (15) calendar days from the date Employee receives the Township Administrator's response or the date the response should have been provided in the event no response is provided by the Township Administrator.

b. PERC, in accordance with its rules and regulations, shall be requested to arrange for the appointment of an arbitrator or panel of arbitrators, who shall have power to hear and determine the dispute between the two parties. The arbitrator shall have the authority to hear and determine the grievance and his/her decision shall be binding on the parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of the arbitrator shall be borne equally by both parties. All other costs shall be paid by the party incurring same.

1. The parties may request the arbitrator to decide, as a preliminary issue, whether s/he has jurisdiction to her and decide the matter in dispute.

2. The arbitrator shall not be permitted to hear and decide more than one (1) grievance at a time.

3. The arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto.

4. The decision of the arbitrator shall be in writing and shall include a statement of reasons for such decision.

C. If Employee elects to exercise any rights of appeal or other remedies available through any other administrative or civil procedure (e.g., Merit System statutes and regulations), Employee by such election shall be deemed to have waived the provisions of this Article, including the right to binding arbitration.

## ARTICLE XIII-STRIKES & LOCKOUTS AND GENERAL PROVISIONS

### SECTION 1.

In addition to any other restrictions under the Law, there shall be no strikes, work stoppages or slow downs of any kind during the term of this Agreement and the Employer shall not cause any lockout. No officer or representatives of the Union shall authorize, institute or condone such activity. No Employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any Employee who participates in a violation of the provisions of this Article.

### SECTION 2.

The Union shall be prohibited from scheduling any membership meetings or demonstrations which may have the same effect as a strike, work stoppage or slow down.

- A. Employer shall supply and maintain a suitable bulletin for Union's use in a convenient location situated in the Office Building.
- B. Union Activities: The Employer agrees, during working hours on the Employer's premises, without loss of pay, Union representatives shall be allowed to post union notices, distribute union literature, solicit union membership during other Employees non-working time, and attend negotiation meetings, transmit communications authorized by the local union of its officers to the Employer or its representative, concerning the enforcement of any provision of this Agreement, provided that none of the above activities shall interfere with the work activities or schedule of the Employer. Meetings with individual members can be, at representative discretion, in a secluded area of the members' place of work or in any other area within the Township's building.
- C. Visits by Union Representatives: The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local union representative, District Council representatives or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business, provided prior notice has been furnished to the Employer and provided that none of such activities shall interfere with the Employer's work schedule and activities.

- D. Employer shall pay all reasonable expenses of an Employee related to maintaining required licensure or certification.
- E. Employer shall post a notice of vacancy for any vacant position covered by this Agreement for a period of five (5) consecutive work days prior to the date the position is opened to the public. Saturdays, Sundays and holidays shall not be considered work days for the purposes of this procedure. The notice shall include the starting rate of pay and essential job duties and shall be posted on the Employer's employment recruitment bulletin board located in the main corridor of the Office Building. A copy of the notice shall be forwarded to the Local Union representative (i.e., Chapter Chairperson) within 24 hours from the time the notice is posted. Promotional announcements shall be posted in accordance with the instructions received from the New Jersey Department of Personnel.
- F. Employees shall provide Employer written notice of retirement at least sixty (60) calendar days prior to the date of separation. In cases where an Employee is entitled to terminal leave and wishes to exercise terminal leave, the Employee shall provide Employer written notice of retirement at least sixty (60) calendar days prior to the date of separation, but in no case shall such notice be less than the number of terminal leave days plus sixty (60) days.



#### ARTICLE XIV -MANAGEMENT RIGHTS

A. Except as abridged, limited or modified by the terms of this Agreement, Employer may exercise all rights, powers, duties, authorities and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of New Jersey and the United States of America

B. Except as abridged, limited or modified by the terms of this Agreement, all such rights, powers, duties, authorities, responsibilities and prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of Employees, are retained by the Employer.

C. The Township Administrator may, at his/her discretion, curtail all non-essential activities within the confines of the municipal complex and other public facilities during times of weather related or other uncontrolled situations and require those non-essential employees to use their leave time, during such times without due recourse of those essential employees required to remain at their normal assignments. Those non-essential employees who, for whatever reason, request and are permitted to remain at their normal assignments during such curtailment, may do so without additional compensation.

D. The Township of Little Egg Harbor retains and reserves unto itself the executive, management, and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township

E. The Township of Little Egg Harbor retains and reserves unto itself the power to make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of work required.

F. The Township of Little Egg Harbor retains and reserves unto itself the right of management to make such reasonable policies and procedures and rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the departments and offices after advance notice thereof to the employees.

G. The Township of Little Egg Harbor retains and reserves unto itself the right to employees in positions within the Township; and to suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause.

H. In the exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Township, the adoption of policies, procedures, rules, regulations, Codes of Conduct, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable laws, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the United States.

I. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1, et seq. or any other federal, state, county or local laws or regulations.

## ARTICLE XV-EMPLOYEE RIGHTS

A. Upon the approval of the Township Administrator, Employees shall be given time off with pay in order to attend required continuing education courses. Said courses must relate to certification(s) that haven been approved by the Township Administrator and directly relate to Employee's job duties.

B. The Township shall reimburse an Employee if he or she is required to attend a court or court-related matter on behalf of Employer for using his or her own personal vehicle at the rate of thirty-two and one half (32.5) cents per mile plus tolls.

C. Employee shall have access to his or her personnel file at reasonable times under the supervision of the Township Administrator or Municipal Clerk. Employee shall receive a copy of all evaluations, letters, etc., which are placed in his or her personnel file. Should Employee receive a verbal or written reprimand, Employee shall have the reprimand removed from the personnel file following a period of eighteen (18) months from the date of the reprimand, provided that Employee has not engaged in any infraction of a similar nature during the eighteen (18) month period.

D. Employee shall be entitled to receive one copy of this Agreement.

E. This Agreement shall survive any change in the form or type of government in Little Egg Harbor Township without necessity for renegotiation in part or in a whole.

F. No form of discipline or reprimand shall be done in such a way as to intentionally cause embarrassment to an Employee.

G. Employees may appeal any disciplinary action through the grievance and arbitration procedure.

H. Employees shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect hours of work, wages or working conditions, as the result of exercising his or her rights under this agreement.

I. An Employee is entitled to Union representation during the grievance procedure as well as during any disciplinary hearings.

J. No Employee shall be required by the Employer and/or its agents to submit to a non-criminal interrogation unless the Employee is accorded the opportunity for Union representation.

K. No recording devices or stenography of any kind shall be used during any department interrogation, unless both the Union and the Employer agree in writing to their use prior to the interrogation.

## **ARTICLE XVI - DRUG AND ALCOHOL TESTING**

Employer reserves the right to implement a drug and alcohol testing policy, including random testing, in accordance with the duly adopted Employee Guide to Policies and Procedures manual upon reasonable notification to and review by the Union.

## **ARTICLE XVII -COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all of the benefits Employees are entitled to receive notwithstanding the established past practices in existence prior to this Agreement, and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.

## **ARTICLE XVIII-SAVINGS CLAUSE**

It is understood and agreed that if any provision(s) of this Agreement or any application of the provisions of this Agreement to Employees shall be held invalid or contrary to law by a court of competent jurisdiction, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law. The remainder of this Agreement, all other provisions and applications, shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XX - SENIORITY

### SECTION 1. DEFINITION

Except as may otherwise be provided for by and in accordance with Title 4A of the New Jersey Administrative Code, seniority means an employee's length of continuous service with the Employer from the date of the employee's anniversary date of hire.

### SECTION 2. WORKING TEST PERIOD

A. Except as otherwise provided for by and in accordance with Subchapter 5 of Chapter 4 of Title 4A of the New Jersey Administrative Code, all regular appointments to a title in the career service shall be subject to a working test period of three (3) months, which may not be extended. The working test period shall begin on the date of regular appointment and shall not include any time served by an employee under provisional, temporary, interim or emergency appointment.

B. An employee may be separated for unsatisfactory performance at the end Of the working test period and may be disciplined during the working test period.

### SECTION 3. LAYOFFS AND EMPLOYEE LAYOFF RIGHTS.

Employer may institute layoff actions for economy, efficiency or other related reasons. In such cases, the procedures for layoffs and employee layoff rights shall be as set forth in Chapter 8 of Title 4A of the New Jersey Administrative Code.

### SCHEDULE A

#### Current Employees Pay Ranges for Current Contract (1/1/07 to 2/31/09)

|                            |                     |
|----------------------------|---------------------|
| Sub-code Officials         | 24.00 to 39.00/hour |
| Inspectors                 | 18.66 to 24.00/hour |
| Bulkhead/Housing Inspector | 14.00 to 17.00      |

#### ^ Rages of pay for newly hired employees For Current Contract (1/1/07 to 12/31/09)

|                    | RCS                 | ICS            | HHS            |
|--------------------|---------------------|----------------|----------------|
| Inspectors         | 17.00 to 19.00      | 18.00 to 20.00 | 19.00 to 21.00 |
| Housing Inspector  | 11.00 to 17.00 hour |                |                |
| Bulkhead Inspector | 11.00 to 17.00 hour |                |                |

\*Multiple licensing: The Township will pay as tip end of \$2,500 per year for technical licenses used by the township.

### ADDENDUM

It is understood and agreed by the parties that the continual rising cost of healthcare insurance is of great importance and concern and that efforts must be undertaken by the Township and the Union to ensure that such cost are contained. To accomplish and facilitate the goal of containing and reducing health care cost, it is expressly agreed between the Township and all collective bargaining units and all other participants in the plan for establishment and utilization of cost savings plans on the costs of any health insurance premium, the parties shall agree to reopen the collective bargaining agreement on Health Insurance without opening any other portion of the collective bargaining agreement.

ARTICLE XIX - TERMINATION & EXTENSION OF AGREEMENT

This Agreement shall be effective and remain in full force and effect from January 1, 2007 through December 31, 2009.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their proper officials on this                      day of 10/26/07

BY:

Ray Urezzio  
Ray Urezzio, Administrator

ATTEST:

Diana K McCracken, RMC  
Diana McCracken, Municipal Clerk of Little Egg Harbor Township

BY:

Mark A. Adams Sec-TREAS  
For United Service Workers Union, IUJAT, Local 255

ATTEST:

BY:

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For United Service Workers Union, IUJAT, Local 255

ATTEST:

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